



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 9, 2009

19

JUNE 9, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

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Fourth District

MICHAEL D. ANTONOVICH
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**MEMORANDUM OF UNDERSTANDING WITH THE CITY OF LOS ANGELES TO
ACCEPT FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE,
BUREAU OF JUSTICE ASSISTANCE FOR FEDERAL FISCAL YEAR 2008 EDWARD
BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
(ALL DISTRICTS AFFECTED – 3 VOTES)**

SUBJECT

Authorize the Chief Executive Officer (CEO) to execute a Memorandum of Understanding (MOU) with the City of Los Angeles (City) to accept funds from the 2008 Justice Assistance Grant (JAG).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the CEO to execute a MOU, the same or substantially similar to the attached sample agreement (Attachment I) with the City to jointly accept funds from the United States Department of Justice (DOJ), Bureau of Justice Assistance, for Federal Fiscal Year (FFY) 2008 Edward Byrne Memorial JAG Program funds in the amount of \$1,492,327, of which the County of Los Angeles (County) will receive 50 percent of the net amount after the reduction of \$89,540 to cover the City's administrative costs.
2. Approve the FFY 2008 JAG Program budget (Attachment II) in the amount of \$701,394 to continue crime control and prevention programs in the County.

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only**

3. Authorize the CEO to execute, on behalf of the County, any actions necessary to amend, create, or extend any programs necessary to achieve the goals of the JAG Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under the JAG Program guidelines, the City and the County are required to jointly apply for grant funds, complete a MOU defining which agency will be the applicant and fiscal agent, and submit a spending plan. The City has been the designated lead agency since the inception of the grant in 2005.

The City and County agreed to allocate approximately six percent or \$89,540 of the total grant for administrative costs incurred by the City and to evenly split the remainder. Each will receive a total of \$701,394 for program costs, and the City will receive an additional \$89,540 for administrative costs. The allocation represents a 71 percent reduction in funding for both agencies from the 2007 JAG amount.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Countywide Strategic Plan Goal 5: Public Safety, Strategy 5: Crime Prevention by providing funds for programs that enhance public safety efforts in the County.

FISCAL IMPACT/FINANCING

The FFY 2008 JAG grant will fund programs for the County in Fiscal Year 2009-10. JAG does not require a net County cost match.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The JAG Program was established by the 109th Congress in 2005 to aid states, tribes, and local governments in creating programs that prevent and control crime within their localities. It was created by merging the Edward Byrne Memorial Grant Program and the Local Law Enforcement Block Grant (LLEBG) Program.

The DOJ has allocated \$17.1 million to California for the FFY 2008 JAG Program to fund programs in the State and local governments that reduce crime and improve public safety. The County's share of 2008 JAG will be used to continue public safety programs that have been funded by previous allocations.

All JAG funded programs must submit yearly performance metrics reports and quarterly financial reports to the CEO for processing and eventual reporting to the DOJ. Performance metrics reports require detailed statistical information about the program

The Honorable Board of Supervisors
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as well as activities planned for the future. Quarterly financial reports require detailed itemized listings of expenditures.

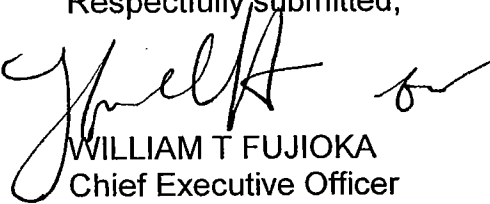
The MOU has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

The reduction in funding is projected to have an impact on the program service levels. Several departments have indicated that the reduction in funding will ultimately reduce the amount and type of services provided.

Approval of the recommended actions will enable the continued funding of programs that reduce crime and increase public safety in our communities.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH
JW:MI:cc

Attachments (2)

c: Executive Officer, Board of Supervisors
County Council
Auditor-Controller
Sheriff
District Attorney
Probation

MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES
2008 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of ____ 2009, by and between the County of Los Angeles, a subdivision of the State of California, acting by and through its governing body, Los Angeles County Board of Supervisors, ("COUNTY"), and the City of Los Angeles, acting by and through its governing body, the City Council, ("CITY"), both of Los Angeles County, State of California, witnessed:

WHEREAS, this MOU is authorized pursuant to Section 23005 of the Government Code, and was specifically authorized by the County (refer to Board File dated); and

WHEREAS, this MOU is authorized by the Los Angeles City Council and the Mayor of Los Angeles (refer to Council File 08-2452 dated January 27, 2009); and

WHEREAS, the State of California ("State") administers the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant ("JAG"); and

WHEREAS, the County and the City have applied to the State for JAG funds; and

WHEREAS, the State requires a MOU between the County and the City prior to allocating JAG funds; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this MOU is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this MOU; and

WHEREAS, the City agrees to serve as the applicant/fiscal agent for the joint funds, and to provide the County with the amount of JAG funds approved by the State for the County justice programs; and

NOW THEREFORE, the COUNTY and the CITY agree as follows:

Section 1.

The term of this MOU shall commence on October 1, 2008 and end on September 30, 2011. Said term is subject to the provisions herein.

Section 2.

Upon the disbursement of \$1,492,327 JAG funds to the City, the City agrees to pay County a total of \$701,394 within 30 days of the receipt of JAG funds. County agrees to use the JAG funds for Justice Programs referenced in Exhibit A until September 30, 2011.

Section 3.

Upon the disbursement of \$1,492,327 JAG funds to the City, City agrees to use a total of \$790,933 referenced in Exhibit B.

Section 4.

Funding for all periods of this contract is subject to the continuing availability of federal funds for this program. The MOU may be terminated immediately upon written notice to the County of a loss or reduction of federal grant funds. Any change in the terms of this MOU, including any increase or decrease in the amount of JAG 2008 funds awarded, shall be incorporated into this MOU by a written amendment properly executed and signed by the person authorized to bind the parties.

Section 5.

Upon the disbursement of funds to the County, the County shall provide performance reports on an annual basis demonstrating progress in achieving desired goals and outcomes. The County shall provide these reports to the City on March 1 of each year of this grant period.

Section 6.

Each of the parties to this MOU is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an MOU as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. The County certifies that it has adequate self insured retention of funds to meet any obligation arising from this MOU. The City

also certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOU.

Each party to this MOU will be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this MOU warrant that they will abide by all the Federal, State and other governmental rules and regulations applicable to the JAG funds. The County shall be liable to the City, as fiscal agent, for any sums spent under this grant found to be ineligible by the State or Federal government. The County shall cooperate and assist the City in any audit, or administrative or judicial actions brought by the State or Federal government concerning the activities funded by this MOU.

Section 8.

Nothing in the performance of this MOU shall impose any liability for claims against the County or the City other than claims for which liability may be imposed by the California Tort Claims Act, or claims by the State or Federal Government for unallowable expenditure of the funds provided by this MOU.

Section 9.

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

Section 10.

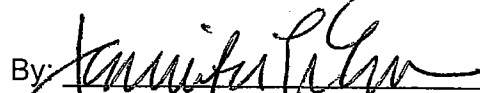
By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein, further, this MOU shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the governing bodies of the parties hereto have authorized the foregoing Memorandum of Understanding between the COUNTY of Los Angeles and the CITY of Los Angeles to be executed on the ____ day of _____ 2009.

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By: _____
WILLIAM T FUJIOKA
Chief Executive Officer

By: 
JENNIFER A. D. LEHMAN
Principal Deputy County Counsel

Date: _____

Date: _____

CITY OF LOS ANGELES
ANTONIO R. VILLARAIGOSA, Mayor

Attach City Seal Here

By: _____

Date: _____

APPROVED AS TO FORM:
CITY OF LOS ANGELES
ROCKARD J. DELGADILLO, City Attorney

ATTEST:
JUNE A LAGMAY, City Clerk

By: _____
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Council File/CAO Number 08-2452 Date January 27, 2009

Said Agreement is Number _____ of City Contracts

**Bureau of Justice Assistance Congressionally Mandated Awards
2008 Justice Assistance Grant Budget Narrative
County of Los Angeles
Crime Reduction and Public Safety Improvement Initiative**

The County of Los Angeles (County) has participated in the Bureau of Justice Assistance (BJA) funded specialized crime reduction and public safety improvement programs since 1996, through the former Local Law Enforcement Block Grant (LLEBG) program and later Justice Assistance Grant (JAG). The County plans to continue on a similar path by preserving the programs previously funded.

Goals and Objectives:

The overall goal of the County's Crime Reduction and Public Safety Improvement Initiative is to reduce crime and improve public safety. Personal and community safety is recognized as being one of our most basic needs. The County has been working in a cooperative effort with various justice and law enforcement agencies to target street gangs with the use of search warrants, arrests, and the seizure of firearms and weapons. It is most important for perpetrators of violent gang crimes to be identified, arrested, prosecuted, and convicted in accordance with the law. This is done to protect the public from crime that can ruin the local economy and have a negative impact on the quality of life for all persons.

Developing specific strategies that target and focus on vertical gang prosecution programs will suppress organized criminal gang behavior and control the impact of gangs on our community. Another component of the County's Initiative, is the management of probationers in order to prevent new crimes. The County's Probation Department (Probation) administers a variety of services to heighten and promote public safety. County Deputy Probation Officers (DPO) work in a collaborative manner with other law enforcement agencies to prevent and reduce criminal behavior by holding probationers accountable through case management, supervision, and monitoring. Public safety is enhanced when offenders are held accountable and redirected from delinquent and criminal behavior. Strategies to positively impact the behavior of probationers and at-risk youth through early intervention and suppression programs are a key element of the County's Crime Reduction and Public Safety Improvement Initiative.

Law Enforcement Programs:

SAGE - Strategies Against Gang Environments

The SAGE program abates street gang violence and narcotic-related activities by utilizing civil injunctions and other procedures deemed appropriate by local law enforcement authorities. The program provides collaborative efforts among the Los Angeles County District Attorney (DA), Los Angeles County Sheriff (Sheriff), and the

City of Los Angeles Police Department (LAPD) to suppress gang activities in targeted areas.

The DA's component of SAGE provides focused vertical prosecutions, tracks criminal proceedings of notorious gang members, and contributes expertise and local resources to facilitate the successful arrest and prosecution of gang members who commit serious and/or violent felonies. Assigned Deputy District Attorney (DDA) staff assists in the coordination of probation and parole sweeps by providing guidance and training to local officers on legal search and seizure precedents applicable to the target group. The program also works to suppress and abate street gang activity, graffiti, vandalism, narcotics sales and use, and criminal nuisance properties and related problems that lead to the commission of violent and serious gang-related crimes.

The Sheriff's component provides for heightened coordination of local resources and visible patrol of targeted areas to discourage the gathering of gang members.

CLEAR - Community Law Enforcement and Recovery

The CLEAR program is a collaboration of law enforcement agencies, public officials, and community residents all working together as a team to address the targeted community's problems with specific gangs. The CLEAR program co-locates core law enforcement agencies on one site. The team consists of members of the Los Angeles City Attorney, LAPD, DA, Sheriff, and Probation. The CLEAR program is designed to prevent, suppress, and reduce gang-related crime and provides a focused targeted approach to crime suppression. The most active and notorious gang members are targeted for intensive investigation and enforcement of the conditions of probation. DDA utilize vertical prosecution, and DPO provide intensive supervision to discourage further criminal activity.

The DA's component of CLEAR provides an assigned DDA to prioritize the vertical prosecution of crimes involving non-homicide violent and serious felonies. The assigned prosecutor will also provide legal guidance and assistance in gang cases which do not involve violent or serious felonies.

The Probation's component of CLEAR provides intensive supervision of targeted gang members and strict enforcement of conditions of probation.

As part of the CLEAR program team, the Sheriff's component involves enhanced visibility in the targeted areas to assist in the enforcement of conditions of probation and gang crime suppression.

SEU - Special Enforcement Unit (Probation)

This SEU teams Probation and LAPD together to focus on gang suppression in targeted areas. DPO provide intensive street-level supervision for adult and juvenile probationers involved in gang activity. The DPO interact daily with gang suppression

police officers to enforce conditions of probation. The SEU team maintains a high visibility in the community. DPO participate in joint probation compliance searches in response to certain ongoing criminal investigations and conducts visits at probationer's homes, reviews conditions of probation, and attempts to interact on a more positive basis with probationers and their families.

Prevention and Education Programs:

School-Based Supervision Program

The School-Based Supervision Program increases school attendance, competencies and performance, and provides access to skills and resources needed by parents to effectively parent their children. This multi-phase program involves the placement of DPO to high schools and middle schools to assess the strengths and needs of at-risk youth in the program. Based on those assessments, case planning exercises will be conducted, and the youth will be entered into one or many intervention treatment programs.

LAW ENFORCEMENT PROGRAMS
BUDGET REQUEST

Program: Strategies Against Gang Environments (SAGE)

Allocation Category	Allocated Amount
Personnel	
Hiring	
Other: Attorneys, Sworn Officers	\$345,000
Personnel Subtotal	\$345,000
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$345,000

LAW ENFORCEMENT PROGRAM
BUDGET REQUEST

Program: Community Law Enforcement and Recovery (CLEAR)

Allocation Category	Allocated Amount
Personnel	
Hiring	
Other: Attorneys, Sworn Officers	\$158,000
Personnel Subtotal	\$158,000
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$158,000

LAW ENFORCEMENT PROGRAM
BUDGET REQUEST

Program: Special Enforcement Unit (SEU)

Allocation Category	Allocated Amount
Personnel	
Hiring	
Other: Sworn Officers	\$74,394
Personnel Subtotal	\$74,394
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$74,394

PREVENTION AND EDUCATION PROGRAM
BUDGET REQUEST

Program: School-Based Supervision Program

Allocation Category	Allocated Amount
Personnel	
Hiring	\$0
Other: Sworn Officers	\$124,000
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Grand Total	\$124,000